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BILL NO. S-88-06-02

SPECIAL ORDINANCE NO. S- 8788

AN ORDINANCE approving the awarding of Reference #1315 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and Hall Signs, Inc. for the Traffic Engineering Department.

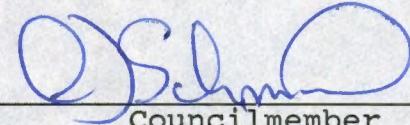
NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #1315 between the City of Fort Wayne, by and through its Department of Purchasing and Hall Signs, Inc. for the Traffic Engineering Department, respectfully for:

the purchase of 1,085 aluminum traffic sign blanks, (various sizes, shapes and colors) for the Traffic Engineering Department;

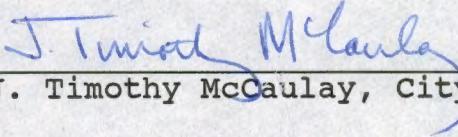
involving a total cost of Nine Thousand Nine Hundred Twenty-Nine and 15/100 Dollars (\$9,929.25), all as more particularly set forth in said Reference #1315 which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.



Councilmember

APPROVED AS TO FORM
AND LEGALITY



J. Timothy McCaulay, City Attorney

SIGN BLANKS
TRAFFIC ENGINEERING

| | | | HALL SIGNS | ROCAL |
|----------------|--|-----|------------|------------|
| 9 X 24 | | 30 | \$2.63 | \$3.13 |
| 12 X 18 | | 200 | \$2.65 | \$3.13 |
| 12 X 36 | | 100 | \$5.24 | \$6.25 |
| 24 X 24 | | 100 | \$6.95 | \$6.25 |
| 24 X 30 | | 200 | \$8.60 | \$843.00 |
| 24 X 36 | | 20 | \$13.45 | \$10.42 |
| 30 X 30 DIA | | 150 | \$14.00 | \$2,084.00 |
| 30 X 30 STOP | | 200 | \$13.35 | \$15.69 |
| 30 X 30 SCHOOL | | 50 | \$13.35 | \$15.69 |
| 30 X 60 N/HOLE | | 20 | \$28.15 | \$16.34 |
| 36 X 36 DIA | | 10 | \$20.25 | \$2,451.00 |
| 36 X 36 X 36 | | 100 | \$8.25 | \$15.98 |
| 48 X 24 | | 20 | \$17.98 | \$32.69 |
| 60 X 12 N/HOLE | | 20 | \$11.35 | \$12.39 |
| | | | \$227.00 | \$1,239.00 |
| | | | | \$20.92 |
| | | | | \$13.07 |
| | | | | \$418.40 |
| | | | | \$261.40 |
| 24 X 6 | | 200 | \$3.58 | \$586.00 |
| 30 X 6 | | 200 | \$4.52 | \$732.00 |
| 36 X 6 | | 100 | \$5.46 | \$439.00 |

2.
(Front Page)

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASING
ONE MAIN STREET - ROOM 350
FORT WAYNE, INDIANA 46802

BID REFERENCE # 1315

DATE January 7, 1988

DUE DATE Thursday, January 28, 1988 at 11:30 A.M.

Department receiving bid items Traffic Engineering

Room 770, City County Building

Fort Wayne, IN 46802

Bid Bond Required NO YES X AMOUNT 5%

Performance Bond Required NO X YES AMOUNT

Affirmative Action -On file with the City of Fort Wayne

- Attached to this document

Prompt payment discounts will be allowed as follows: Net %
if paid within 30 days.

The City of Fort Wayne is exempt from Federal excise and Indiana State Sale Tax. The City's Indiana Sales Tax Exemption Certificate number is 356-001-255 0013, prices should not include these taxes.

The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of his/her bid for a period of ninety (90) days.

X Rocca
Name of Company

by David R. Lightle Agent
(signature)

Address P.O. Box 140
city Frankfort, OH 45628

**Fort
Wayne
WHERE AMERICA
WORKS**

TRAFFIC SIGN BLANKS - (cont'd.)

BIDDERS PROPOSAL SECTION

TRAFFIC SIGN BLANKS

| <u>QUANTITY</u> | <u>HORIZONTAL</u> | <u>VERTICAL</u> | <u>THICKNESS</u> | <u>PRICE PER BLANK</u> <u>F.O.B. FT. WAYNE</u> | <u>TOTAL</u> |
|-----------------|-------------------|------------------|------------------|---|-----------------------------|
| 30 | 9" | x 24" | .080 | <u>3.13</u> ^{DR} | <u>93.90</u> ^{DR} |
| 200 | 12" | x 18" | .080 | <u>3.13</u> ^{DR} | <u>626.00</u> ^{DR} |
| 100 | 12" | x 36" | .080 | <u>6.25</u> ^{DR} | <u>625.00</u> ^{DR} |
| 100 | 24" | x 24" (square) | .080 | <u>8.43</u> ^{DR} | <u>843.00</u> ^{DR} |
| 200 | 24" | x 30" | .080 | <u>10.42</u> | <u>2084.00</u> |
| 20 | 24" | x 36" | .100 | <u>15.69</u> | <u>313.80</u> |
| 150 | 30" | x 30" (diamond) | .100 | <u>16.34</u> | <u>2451.00</u> |
| 200 | 30" | x 30" (stop) | .100 | <u>15.98</u> | <u>3196.00</u> |
| 50 | 30" | x 30" (school) | .100 | <u>15.88</u> | <u>794.00</u> |
| 20 | 30" | x 60" (no holes) | .100 | <u>32.64</u> | <u>653.80</u> |
| 10 | 36" | x 36" (diamond) | .100 | <u>23.53</u> | <u>235.30</u> |
| 100 | 36" x 36" x 36" | (yield) | .100 | <u>12.39</u> | <u>1239.00</u> |
| 20 | 48" | x 24" | .100 | <u>20.92</u> | <u>418.40</u> |
| 20 | 60" | x 12" (no holes) | .100 | <u>13.07</u> | <u>261.40</u> |

EXTRUDED ALUMINUM

| <u>QUANTITY</u> | <u>HORIZONTAL</u> | <u>VERTICAL</u> | <u>THICKNESS</u> | <u>PRICE PER BLANK</u> <u>F.O.B. FT. WAYNE</u> | <u>TOTAL</u> |
|-----------------|-------------------|-----------------|------------------|---|---------------|
| 200 | 24" | x 6" | .240/.085 | <u>2.93</u> | <u>586.00</u> |
| 200 | 30" | x 6" | .240/.085 | <u>3.66</u> | <u>732.00</u> |
| 100 | 36" | x 6" | .240/.085 | <u>4.39</u> | <u>439.00</u> |

Extruded Blanks to be pierced with 2 - 7/16" holes in each flange 3/8" from edge of flange and 3 1/2" centers as shown on attached details for traffic sign blanks.

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Focal Inc
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of Focal Inc
_____, that they
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 22/00 day of January, 1982.

Focal Inc
(Name of Bidder/Vendor)

David R. Higgin Vice President
(Name and Title of Person Signing)

SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the completed delivery of the supplies.

All supplies and deliveries of supplies will be in accordance with: the IFB, this contract and any applicable plans, specifications, and drawings for a TOTAL PRICE of \$ 15,591.60. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivered as follows:

30-60 days A.R.O. (minimum order \$300.00)

2. Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or "X".)

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of the essence of this agreement, and the contractor agrees that it will deliver the supplies as herein called for on or before the times spelled out in the contract. The parties agree that it is a business and governmental necessity that the supplies be delivered by these dates. The parties agree that in the event the supplies are not delivered by these dates, that it will be difficult or impossible to make an accurate determination of the damages that will be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ _____ per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay delivery of supplies. Therefore, the parties agree that delays in the dates for delivery of supplies beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not restricted to: Acts of God or of the public enemy, acts of the United States Government, State of Indiana Government and City of Fort Wayne in either its sovereign or contractual capacity, fires, floods, epidemics, guarantee restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond control and without the fault or negligence of the contractor. If the

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT OF THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

(a) The undersigned firm certifies that it is an (MBE/WBE) Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership 0 %.

For WBE specify percentage of women ownership 0 %.

(b) The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE (cross out inapplicable provision) firm shall have 0 % participation (employees) 0 % participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm %. (cross out inapplicable provision)

(c) The undersigned commits 0 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

| <u>Name of Firm</u> | <u>Address</u> | <u>Type of Work</u> |
|---------------------|----------------|---------------------|
|---------------------|----------------|---------------------|

1.

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(d) The undersigned commits 0 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

| <u>Name of Firm</u> | <u>Address</u> | <u>Type of Work</u> |
|---------------------|----------------|---------------------|
|---------------------|----------------|---------------------|

1.

2.

3.

(e) Complete (1) and (2) below if participation goals of 15% MBE and 12% WBE have not been met:

1. My Company cannot meet the participation goals for the following reasons: we will perform 100% of the work
2. We have taken the following steps in an attempt to comply with these participation goals:

Contractor

Contractor

By _____

By _____

Its _____

Its _____

12. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety company admitted to do business in Indiana, on the bond form provided or approved by the City. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of the time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification.

13. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the City by the Mayor and the Purchasing Agent shall not be binding upon the City unless and until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. If the Common Council fails to approve the contract within ninety days after the date of bid opening, then the contractor shall not be bound to the contract unless he/she/it elects to be so bound.

PROPOSAL

The undersigned bidder agrees to furnish to.....*Fort Wayne Ind.*..... Indiana, all articles and things enumerated on the foregoing pages in accordance with the specifications and in compliance with all stipulations therein, and for the prices set opposite each item, and declares and represents that the price herein charged for each and every article and thing named in this offer or bid is net, and that it is fair, just and usual; that he has not offered nor received a less price for the articles embraced in this bid than that

stated herein, except.....*None*.....

.....
(Here state specifically to whom, when, why, price)

that if this bidder shall offer to or receive from any person, firm, board, commission, trustee or corporation, during the continuance of the contract sought hereunder, a less price than that stated herein, excepting market changes, he consents that the difference shall be deducted from any sum due under said contract, or, if there be none, that said difference may be recovered from him by appropriate action; and it is hereby agreed by this bidder that this stipulation shall be a part of any contract that may be entered into upon this bid; and this bidder further agrees that he will not, directly or indirectly, withdraw this bid from the office in which it is filed and that the same shall in the manner and form in which it is made, become and remain a part of the public documents in said office.

The undersigned bidder further agrees that on acceptance of this proposal by the

.....*Department of Purchases*..... of said.....*Fort Wayne*....., Indiana
(Board or Trustee) (Gov't. Unit)

as to either or all the classes or items, this bid and agreement is to become and be a contract to such effect, as to each class or item so accepted upon the filing herewith of a bond or certified check in the amount as required by the purchaser in notice to bidders. Any liability for breach of said contract shall be enforceable by an appropriate action upon said contract or bond or certified check, as the case may be, or either or both of them as provided by law in similar cases.

(his)

In testimony whereof the bidder has hereunto set (their) hand (s) this*22nd*..... day of
.....*January*....., 19.....

By.....

Agent or Individual Member of Firm or

.....*Frank P. Hegde*.....

.....
Officers of Corporation

NOTE—The contract will be awarded by classes or items, in accordance with specifications. Any changes, interlineations or alterations in the items specified will render such bid void as to class or items.

BID, OFFER OR PROPOSAL

on

MATERIAL OR MATERIALS, EQUIPMENT, GOODS OR SUPPLIES

Indiana 19.....

To State name official position and municipality

Pursuant to notices given, the undersigned proposes to furnish the material or materials, equipment, goods or supplies as per said notices and specifications now on file in the office of.....

..... state name official position and municipality
and as per copy thereof, hereto attached, or as described herein for the following amounts:

(State the class or item number or an exact description of the material or materials, equipment, goods or supplies to be furnished and amount of bid on each article.)

| Class or Item | Quantity | Unit | Quality — Description | | | | Unit Price | Amount | | | | |
|--|-----------------|------------------|-----------------------|-------------------------------------|----------------------|--|------------|--------|--|--|--|--|
| TRAFFIC SIGN BLANKS - (cont'd.) | | | | | | | | | | | | |
| BIDDERS PROPOSAL SECTION | | | | | | | | | | | | |
| TRAFFIC SIGN BLANKS | | | | | | | | | | | | |
| QUANTITY | HORIZONTAL | VERTICAL | THICKNESS | PRICE PER BLANK F.O.B. FT. WAYNE | TOTAL | | | | | | | |
| 30 | 9" | x 24" | .080 | 3.13 ^{DL} | 93.90 ^{DL} | | | | | | | |
| 200 | 12" | x 18" | .080 | 3.13 ^{DL} | 626.00 ^{DL} | | | | | | | |
| 100 | 12" | x 36" | .080 | 6.25 ^{DL} | 625.00 ^{DL} | | | | | | | |
| 100 | 24" | x 24" (square) | .080 | 8.43 ^{DL} | 843.00 ^{DL} | | | | | | | |
| 200 | 24" | x 30" | .080 | 10.42 | 2084.00 | | | | | | | |
| 20 | 24" | x 36" | .100 | 15.64 | 313.80 | | | | | | | |
| 150 | 30" | x 30" (diamond) | .100 | 16.34 | 2451.00 | | | | | | | |
| 200 | 30" | x 30" (stop) | .100 | 15.98 | 3196.00 | | | | | | | |
| 50 | 30" | x 30" (school) | .100 | 15.88 | 794.00 | | | | | | | |
| 20 | 30" | x 60" (no holes) | .100 | 32.64 | 653.80 | | | | | | | |
| 10 | 36" | x 36" (diamond) | .100 | 23.53 | 235.30 | | | | | | | |
| 100 | 36" x 36" x 36" | (yield) | .100 | 12.34 | 1234.00 | | | | | | | |
| 20 | 48" | x 24" | .100 | 20.92 | 418.40 | | | | | | | |
| 20 | 60" | x 12" (no holes) | .100 | 13.07 | 261.40 | | | | | | | |
| EXTRUDED ALUMINUM | | | | | | | | | | | | |
| QUANTITY | HORIZONTAL | VERTICAL | THICKNESS | PRICE PER BLANK F.O.B. FT. WAYNE | TOTAL | | | | | | | |
| 200 | 24" | x 6" | .240/.085 | 2.93 | 586.00 | | | | | | | |
| 200 | 30" | x 6" | .240/.085 | 3.86 | 772.00 | | | | | | | |
| 100 | 36" | x 6" | .240/.085 | 4.39 | 439.00 | | | | | | | |

Extruded Blanks to be pierced with 7/16" holes at each flange 3/8"



ROCAL INC.

24 SOUTH MAIN STREET, P.O. BOX 640
FRANKFORT, OHIO 45628 • 614-998-2122

January 22, 1988

RE: Bid #1315

City of Fort Wayne
Dept. of Purchases
One Main St., RM 350
Fort Wayne, IN 46802

Dear Sirs:

Please find a self-addressed, stamped envelope enclosed for tabulation results for the above referenced bid.

Thank you.

Yours truly,

ROCAL, INC.



PEERLESS INSURANCE COMPANY
KEENE NEW HAMPSHIRE 03431

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That **Rocal, Inc., 9 South Main Street, Frankfort, Ohio 45628**

(hereinafter called the Principal)
as Principal, and the Peerless Insurance Company, a corporation created and existing under the laws of the State
of New Hampshire, with its principal office in the City of Keene, New Hampshire (hereinafter called the Surety), as Surety,

are held and firmly bound unto

Ft. Wayne, Indiana
Ref: 1315

in the full and just sum of

Five Percent **Dollars (\$ 5-----)**,

good and lawful money of the United States of America, to the payments of which sum of money well and truly to be
made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this **28th** day of **January**, A. D. 19 **88**

THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the Obligee shall make any award within 30 days to the
Principal for **Supplying Traffic Sign Blanks**

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter
into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for
the faithful performance thereof with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure
so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty
of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

WITNESS:

Luc Pack

(If Individual or Firm)

ATTEST:

(If Corporation)

David R. Knight (SEAL)

..... (SEAL)

..... (SEAL)
Principal

Peerless Insurance Company

By *Catherine A. King*
Attorney-in-Fact

320829

October 1, 1989

Jeanne Scarberry and/or Bradford Sibley and/or Richard Willis and/or Catherine A. King

Washington Court House

Ohio

bonds guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed:

X

X

X

X

November

87

10th

10th

November

87

88

28 Nov

John

2.
(Front Page)

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASING
ONE MAIN STREET - ROOM 350
FORT WAYNE, INDIANA 46802

BID REFERENCE # 1315

DATE January 7, 1988

DUE DATE Thursday, January 28, 1988 at 11:30 A.M.

Department receiving bid items Traffic Engineering

Room 770, City County Building

Fort Wayne, IN 46802

Bid Bond Required NO YES X AMOUNT 5%

Performance Bond Required NO X YES AMOUNT

Affirmative Action -On file with the City of Fort Wayne

- Attached to this document X

Prompt payment discounts will be allowed as follows: 0 %
if paid within 30 days.

The City of Fort Wayne is exempt from Federal excise and Indiana State Sale Tax. The City's Indiana Sales Tax Exemption Certificate number is 356-001-255 0013, prices should not include these taxes.

The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of his/her bid for a period of ninety (90) days.

X HALL SIGNS, INC.

Name of Company

by D. Amy W. Haas Agent
(signature)

Address P.O. Box 515

City Bloomington, Indiana 47402

**Fort
Wayne
WHERE AMERICA
WORKS**

TRAFFIC SIGN BLANKS - (cont'd.)

BIDDERS PROPOSAL SECTION

TRAFFIC SIGN BLANKS

| <u>QUANTITY</u> | <u>HORIZONTAL</u> | <u>VERTICAL</u> | <u>THICKNESS</u> | <u>PRICE PER BLANK</u> <u>F.O.B. FT. WAYNE</u> | <u>TOTAL</u> |
|-----------------|-------------------|------------------|------------------|---|--------------|
| 30 | 9" | x 24" | .080 | 2.63 | 78.90 |
| 200 | 12" | x 18" | .080 | 2.65 | 530.00 |
| 100 | 12" | x 36" | .080 | 5.24 | 524.00 |
| 100 | 24" | x 24" (square) | .080 | 6.95 | 695.00 |
| 200 | 24" | x 30" | .080 | 8.60 | 1,720.00 |
| 20 | 24" | x 36" | .100 | 13.45 | 269.00 |
| 150 | 30" | x 30" (diamond) | .100 | 14.00 | 2,100.00 |
| 200 | 30" | x 30" (stop) | .100 | 13.35 | 2,670.00 |
| 50 | 30" | x 30" (school) | .100 | 13.35 | 667.50 |
| 20 | 30" | x 60" (no holes) | .100 | 28.15 | 563.00 |
| 10 | 36" | x 36" (diamond) | .100 | 20.25 | 202.50 |
| 100 | 36" x 36" x 36" | (yield) | .100 | 8.25 | 825.00 |
| 20 | 48" | x 24" | .100 | 17.98 | 359.60 |
| 20 | 60" | x 12" (no holes) | .100 | 11.35 | 227.00 |

EXTRUDED ALUMINUM

| <u>QUANTITY</u> | <u>HORIZONTAL</u> | <u>VERTICAL</u> | <u>THICKNESS</u> | <u>PRICE PER BLANK</u> <u>F.O.B. FT. WAYNE</u> | <u>TOTAL</u> |
|-----------------|-------------------|-----------------|------------------|---|--------------|
| 200 | 24" | x 6" | .240/.085 | 3.58 | 716.00 |
| 200 | 30" | x 6" | .240/.085 | 4.52 | 904.00 |
| 100 | 36" | x 6" | .240/.085 | 5.46 | 546.00 |

TOTAL 13,597.50

Extruded Blanks to be pierced with 2 - 7/16" holes in each flange 3/8" from edge of flange and 3 1/2" centers as shown on attached details for traffic sign blanks.

(e) Complete (1) and (2) below if participation goals of 15% MBE and 12% WBE have not been met:

1. My Company cannot meet the participation goals for the following reasons:
WE DO NOT DO SUB-CONTRACT WORK

2. We have taken the following steps in an attempt to comply with these participation goals:

HALL SIGNS, INC.

Contractor

Contractor

Bv

8) any W Haess

Bv

160

President

It s

12. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety company admitted to do business in Indiana, on the bond form provided or approved by the City. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of the time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification.

XX 13. Councilmanic Approval and Ratification of Contract.
This agreement, although executed on behalf of the City by the Mayor and the Purchasing Agent shall not be binding upon the City unless and until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. If the Common Council fails to approve the contract within ninety days after the date of bid opening, then the contractor shall not be bound to the contract unless he/she/it elects to be so bound.

OFFICE OF CITY TRAFFIC ENGINEER

FORT WAYNE, INDIANA

SPECIFICATIONS FOR TRAFFIC SIGN BLANKS

1. Sign Blanks shall be flat or extruded as specified. Furnished in Aluminum Alloy 6061-T6 or 6063-T6.
2. Materials shall be free of burrs, pits, blemishes and present a smooth, clean surface.
3. Dimensions: When required, hole size will be 3/8" located in accord with the accompanying plans. Thickness (see tables below).
4. Sign Blanks shall be etched, degreased, treated with a chemical conversion coating process, such as Alodine 1200.
5. Delivery of all items stated upon the purchase order shall be guaranteed to be completed within thirty days (30 days) after date of purchase order.
6. All prices F.O.B., Fort Wayne, Indiana.
7. Sign Blanks shall be packaged, 10 blanks per package, and sealed in heavy duty Kraft paper to eliminate moisture and dust; ready for application of Scotchlite sheeting without further preparation.
8. Sign Blanks shall meet the minimum specifications of the Indiana State Highway unless otherwise specified.

NOTE: corner radius of Rectangular Blanks = 1 1/2 inches. Location of 24" x 30" Blank to be 26" on center when specified.

Thickness Table (Flat Blanks):

| <u>Width, Inches</u> | <u>Minimum Thickness, Inches</u> |
|----------------------|----------------------------------|
| Up to 30" | 0.080 |
| 30" to 60" | 0.100 |
| 60" and Over | 0.125 |

Thickness Table (Extruded Blanks):

| <u>Length, Inches</u> | <u>Width</u> | <u>Web Thickness</u> | <u>Flange Thickness</u> |
|-----------------------|--------------|----------------------|-------------------------|
| 24, 30, 36 | 6 | .085 | .240 |
| 24, 30, 36 | 6 3/4 | .085 | .240 |
| 30, 36, 42 | 9 | .091 | .250 |

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of HALL SIGNS, INC.
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of _____
HALL SIGNS, INC., that Larry W. Hall
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 27th day of January, 1988.

HALL SIGNS, INC.
(Name of Bidder/Vendor)

Larry W. Hall, President
(Name and Title of Person Signing)

*The Travelers
Indemnity Company*
Hartford, Connecticut

(A STOCK COMPANY)

Bond No.

BID BOND

Know All Men By These Presents, That we, HALL SIGNS, INC.

of PO Box 515, Bloomington, Indiana (hereinafter called the Principal), as Principal, and THE TRAVELERS INDEMNITY COMPANY, a corporation, organized and existing under the laws of the State of Connecticut and having its principal place of business in Hartford, Connecticut (hereinafter called the Surety), as Surety, are held and firmly bound unto Ft. Wayne, Indiana

(hereinafter called the Obligee) in the penal sum of Five Percent of Total Amount of Bid Dollars (\$ ****5%****) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit a proposal to the Obligee on a contract for Aluminum Sign Blanks

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond with surety acceptable to the Obligee for the faithful performance of the said contract; or if the Principal shall fail to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 26th day of January, 19 38.

M L Hall
HALL SIGNS, INC. (L.S.)
The Travelers Indemnity Company,
By

Neva Gildersleeve
Attorney-in-Fact.

NEVA GILDERSLEEVE
Attorney-in-Fact.

The Travelers Indemnity Company

Hartford, Connecticut

If necessary, validation of this power of attorney is available at (203) 277-7839. Collect calls will be accepted.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That THE TRAVELERS INDEMNITY COMPANY, a corporation of the State of Connecticut, does hereby make, constitute and appoint

— Joseph F. Dial, W. Mark Dilts, Neva Gildersleeve, all of Bloomington, Indiana,
EACH —

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof, as follows:

— Any and all bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof not exceeding in amount of Two Million Dollars (\$2,000,000) in any single instance —

and to bind THE TRAVELERS INDEMNITY COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions adopted by the Board of Directors of THE TRAVELERS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of November, 1985 which Resolutions are now in full force and effect:

VOTED: That the Chairman of the Board, the President, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Corporate Secretary or any Department Secretary may appoint attorneys-in-fact or agents with power and authority, as defined or limited in their respective powers of attorney, for and on behalf of the Company to execute and deliver, and affix the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof and any of said officers may remove any such attorney-in-fact or agent and revoke the power and authority given to him.

VOTED: That any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when signed by the Chairman of the Board, the President, any Executive Vice President, any Senior Vice President, any Vice President or any Second Vice President and duly attested and sealed, if a seal is required, by the Corporate Secretary or any Department Secretary or any Assistant Corporate Secretary or any Assistant Department Secretary, or shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by a duly authorized attorney-in-fact or agent, pursuant to and within the limits of the authority granted by his or her power of attorney.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of THE TRAVELERS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of November, 1985:

VOTED: That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE TRAVELERS INDEMNITY COMPANY has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this 30th day of July 1987

THE TRAVELERS INDEMNITY COMPANY

By

D.L. Banta

Secretary, Surety



COMPLIANCE REVIEW

EEO kst/02/86

Employment activities over 6 months as defined in the review period below.Firm Name Hall SignsAddress 3000 W. 3rd St.Signature & Title K. L. Casida

Review Period

4-1-87

to 10-31-87

Current Date 11/6/87

Please complete the following six months.

Please complete the following information in detail. Full time employees only.

CURRENT WORK FORCE1. Present Employment Profile - at end of review period. (employees working 30 hrs. or
(Permanent Employees)

| | Total | MEN | | | | | WOMEN | | | | | PERCENTAGE | |
|---------------------------|-------|-----|---|----|---|----|-------|---|----|----|----|------------|-----|
| | | AI | B | W | O | SS | AI | B | W | O | SS | MIN | WOM |
| OFFICIALS & MANAGERS | 6 | | | 3 | | | | | | 3 | | | 50 |
| PROFESSIONALS | | | | | | | | | | | | | |
| TECHNICIANS | 3 | | | 3 | | | | | | | | | |
| SALESWORKERS | 1 | | | | | | | | | 1 | | | 100 |
| FOREMAN/SUPERVISORS | 14 | | | 9 | | | | | | 5 | | | 36 |
| SKILLED CRAFT WORKERS | | | | | | | | | | | | | |
| OFFICE & CLERICAL | 13 | | | 2 | | | | | | 11 | | | 85 |
| OPERATIVES (semi-skilled) | 55 | 1 | | 33 | | 1 | 1 | | 19 | | | 6 | 35 |
| LABORERS/SERVICE | | | | | | | | | | | | | |
| APPRENTICES | | | | | | | | | | | | | |
| TOTAL | 92 | 1 | | 50 | | 1 | 1 | | 39 | | | 3 | 42 |

APPLICATIONS2. Number of applicants (all positions) during review period.

MALE

FEMALE

| | | |
|------|------------------|------------------|
| (AI) | American Indian | American Indian |
| (B) | Black | Black |
| (W) | White | White |
| (O) | Oriental | Oriental |
| (SS) | Spanish Surnamed | Spanish Surnamed |

BID, OFFER OR PROPOSAL

on

MATERIAL OR MATERIALS, EQUIPMENT, GOODS OR SUPPLIES

Bloomington, Indiana January 27, 1988

To .. Board of Public Works & Safety, City of Fort Wayne, Indiana

State name official position and municipality

Pursuant to notices given, the undersigned proposes to furnish the material or materials, equipment, goods or supplies as per said notices and specifications now on file in the office of

Walt Stout Traffic Engineer Fort Wayne

state name

official position

and municipality

and as per copy thereof, hereto attached, or as described herein for the following amounts:

(State the class or item number or an exact description of the material or materials, equipment, goods or supplies to be furnished and amount of bid on each article.)

| Class or Item | Quantity | Unit | Quality — Description | Unit Price | Amount |
|---------------|----------|------|--|------------|--------|
| | | | PLEASE SEE ATTACHED PRICE SHEETS FOB: DESTINATION QUOTING: PRICES FIRM FOR 30 DAYS FOR AWARD 1 TIME SHIPMENT IF ANY QUESTIONS PLEASE CALL US AT OUR TOLL FREE NUMBER 800-822-4802 | | |

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA } ss:
MONROE COUNTY }

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by any one at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

..... Larry W. Hall, President

Bidder or Agent

Subscribed and sworn to before me this 27th day of January, 1988.

My Commission Expires

11-13-90

Karen A. Anderson

ACCEPTANCE OF PROPOSAL AS CONTRACT

It appearing from the records that there is now a sufficient unobligated appropriation of funds available, the foregoing agreement is accepted by the of
Board or trustee
....., Indiana as to classes or items

Such acceptance to operate as a contract binding such Gov't. Unit

Dated this..... day of....., 19.....

Attest:

.....
Board or Trustee

.....
Official Title

Gov't. Unit

PROPOSAL

The undersigned bidder agrees to furnish to... Board of Public Works & Safety, Fort Wayne, Indiana Indiana, all articles and things enumerated on the foregoing pages in accordance with the specifications and in compliance with all stipulations therein, and for the prices set opposite each item, and declares and represents that the price herein charged for each and every article and thing named in this offer or bid is net, and that it is fair, just and usual; that he has not offered nor received a less price for the articles embraced in this bid than that

stated herein, except
..... None

(Here state specifically to whom, when, why, price)

that if this bidder shall offer to or receive from any person, firm, board, commission, trustee or corporation, during the continuance of the contract sought hereunder, a less price than that stated herein, excepting market changes, he consents that the difference shall be deducted from any sum due under said contract, or, if there be none, that said difference may be recovered from him by appropriate action; and it is hereby agreed by this bidder that this stipulation shall be a part of any contract that may be entered into upon this bid; and this bidder further agrees that he will not, directly or indirectly, withdraw this bid from the office in which it is filed and that the same shall in the manner and form in which it is made, become and remain a part of the public documents in said office.

The undersigned bidder further agrees that on acceptance of this proposal by the

Board of Public Works & Safety..... of said..... Fort Wayne....., Indiana
(Board or Trustee) (Gov't. Unit)

as to either or all the classes or items, this bid and agreement is to become and be a contract to such effect, as to each class or item so accepted upon the filing herewith of a bond or certified check in the amount as required by the purchaser in notice to bidders. Any liability for breach of said contract shall be enforceable by an appropriate action upon said contract or bond or certified check, as the case may be, or either or both of them as provided by law in similar cases.

(his)

In testimony whereof the bidder has hereunto set (their) hand (s) this 27th day of
January , 19.88.

By D. Ray W. Hall
Agent or Individual Member of Firm or
Larry W. Hall, President

HALL SIGNS, INC.

Officers of Corporation

NOTE—The contract will be awarded by classes or items, in accordance with specifications. Any changes, interlineations or alterations in the items specified will render such bid void as to class or items.

Read the first time in full and on motion by Schmidt,
seconded by Redd, and duly adopted, read the second time by
title and referred to the Committee on Finance (and the
City Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Conference Room 128, City-County Building,
Fort Wayne, Indiana, on 19, the 19 day
of June, at 10:00 o'clock A.M., E.S.T.

DATED: 6-14-88

SANDRA E. KENNEDY CITY CLERK

Read the third time in full and on motion by Redd,
seconded by GiaQuinta, and duly adopted, placed on its
passage. PASSED LOST by the following vote:

| | AYES | NAYS | ABSTAINED | ABSENT |
|--------------------|----------|----------|-----------|----------|
| <u>TOTAL VOTES</u> | <u>7</u> | <u>0</u> | <u>0</u> | <u>2</u> |
| <u>BRADBURY</u> | <u>✓</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| <u>BURNS</u> | <u>✓</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| <u>GiaQUINTA</u> | <u>✓</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| <u>HENRY</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>✓</u> |
| <u>LONG</u> | <u>✓</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| <u>REDD</u> | <u>✓</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| <u>SCHMIDT</u> | <u>✓</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| <u>STIER</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>✓</u> |
| <u>TALARICO</u> | <u>✓</u> | <u>0</u> | <u>0</u> | <u>0</u> |

DATED: 6-28-88

SANDRA E. KENNEDY CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. S-87-88
on the 28th day of June, 1988,

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL
Don J. Schmidt
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 25th day of June, 1988,
at the hour of 11:00 o'clock A.M., E.S.T.

SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 1st day of July,
1988, at the hour of 2:27 o'clock P.M., E.S.T.

PAUL HELMKE, MAYOR

DIGEST SHEET

TITLE OF ORDINANCE: Special

188-06-02

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Reference No. 1315 with respect to the purchase of aluminum traffic sign blanks for the Traffic Engineering Dept. The cost reflects the lowest of two (2) bidders.

EFFECT OF PASSAGE: This expenditure will allow for the purchase of 1,085 various sizes, shapes and colors of uniform traffic sign blanks to be used in the fabrication of traffic signs that will be installed at locations throughout the City of Fort Wayne.

EFFECT OF NON-PASSAGE: Traffic signs must conform to state and federal standards regarding size and shape. Failure to comply would place the City in a vulnerable liability position.

MONEY INVOLVED: Hall Signs, Inc. \$9,929.15

SOURCE OF FUNDING: Traffic Engineering
MVH Fund
Fund Line: 128-011-OFFC-4299

ASSIGNED TO COMMITTEE:

Hold
6-28-88

BILL NO. S-88-06-02

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS
REFERRED AN (ORDINANCE) (RESOLUTION) approving the
awarding of Reference #1315 by the City of Fort Wayne,
Indiana, by and through its Department of Purchasing and
Hall Signs, Inc., for the Traffic Engineering Department

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (RESOLUTION)

YES

NO

D. Schmidt DONALD J. SCHMIDT
CHAIRMAN

Charles B. Redd CHARLES B. REDD
VICE CHAIRMAN

Samuel J. Talarico SAMUEL J. TALARICO

James S. Stier JAMES S. STIER

Janet G. Bradbury JANET G. BRADBURY

CONCURRED IN 6-28-88

Sandra E. Kennedy
Sandra E. Kennedy
City Clerk